

1 Marc Toberoff (S.B. #188547)  
2 *mtoberooff@toberoffandassociates.com*  
3 Jaymie Parkkinen (S.B. # 318394)  
4 *jparkkinen@toberoffandassociates.com*  
5 TOBEROFF & ASSOCIATES, P.C.  
6 23823 Malibu Road, Suite 50-363  
7 Malibu, CA 90265  
8 Telephone: (310) 246-3333  
9 Facsimile: (310) 246-3101

10 Alex Kozinski (S.B. # 66473)  
11 *alex@kozinski.com*  
12 33 Marguerite Drive  
13 Rancho Palos Verdes, CA 90275  
14 Telephone: (310) 541-5885  
15 Facsimile: (310) 265-4653

16 *Attorneys for Plaintiffs*

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHOSH YONAY, an individual, and  
YUVAL YONAY, an individual,  
  
Plaintiffs,

v.

PARAMOUNT PICTURES  
CORPORATION, a Delaware  
corporation,

Defendant.

Case No. 2:22-CV-3846-PA-GJS

**[PROPOSED] JUDGMENT  
GRANTING PLAINTIFFS'  
MOTION FOR SUMMARY  
JUDGMENT**

**Hearing Date:** January 8, 2024

**Hearing Time:** 1:30 PM

**Place:** Courtroom 9A

**Judge:** Hon. Percy Anderson

1 The motion of Plaintiffs Shosh Yonay and Yuval Yonay (“Plaintiffs”) for  
 2 summary judgment against defendant Paramount Pictures Corporation (“PPC”),  
 3 came for hearing on January 8, 2024. Having considered the parties’  
 4 submissions, oral argument, and taken the matter under submission, the Court  
 5 finds that Plaintiffs are entitled to summary judgment.

6 Plaintiffs moved for summary judgment on their First Claim for  
 7 Declaratory Relief, Second Claim for Copyright Infringement, and Third Claim  
 8 for Breach of Contract on the grounds that there is no genuine issue as to any  
 9 material fact regarding PPC’s actions. Plaintiffs are the statutory heirs of author  
 10 Ehud Yonay (“Yonay”) who in 1983 authored and published a story entitled  
 11 “Top Guns” in *California Magazine* (“Story”). In 1983, shortly after the Story’s  
 12 publication, PPC entered into an agreement with Yonay to purchase the  
 13 copyright to his Story (the “1983 Agreement”) for the express purpose of  
 14 creating derivative motion pictures based on it. This resulted in the 1986 film,  
 15 *Top Gun* (“1986 Film”), on which Yonay and his Story received credit. In  
 16 January 2018, Plaintiffs, as Yonay’s statutory heirs, exercised their rights under  
 17 17 U.S.C. § 203(a) to recover the U.S. copyright to the Story by serving notices  
 18 of termination of the 1983 grant to PPC, effective January 24, 2020, and duly  
 19 filing the notice with the U.S. Copyright Office.

20 Well after January 24, 2020, PPC prepared, completed, and released a  
 21 derivative work—the motion picture *Top Gun: Maverick* (the “Sequel”)—based  
 22 in part on the Story, without Plaintiffs’ authorization, thereby infringing  
 23 Plaintiffs’ recovered copyright in the Story. Further, PPC willfully failed to  
 24 provide Yonay and his Story with credit on its derivative film as required by  
 25 Paragraph 7(b) of the 1983 Agreement.

26 Accordingly, the Court hereby **ORDERS** that:

27 1. Plaintiffs’ Motion for Summary Judgment as to their claim for  
 28 Copyright Infringement is **GRANTED**. PPC willfully infringed Plaintiffs’

1 copyright in the Story by making and distributing an unauthorized derivative  
 2 work without a license or permission to do so. The Sequel is substantially  
 3 similar to the Story, as it appropriates protected elements, as expressed in the  
 4 Story, including characters, plot, mood, pace, sequencing, setting, dialogue, and  
 5 themes as well as Yonay's selection and arrangement (including unprotected  
 6 elements) of the Story.

7       2.       Plaintiffs' Motion for Summary Judgment as to their claim for  
 8 breach of contract is **GRANTED**. The 1983 Agreement is a valid and  
 9 enforceable contract as to which Plaintiffs are Yonay's successors-in-interest.  
 10 PPC willfully failed to provide Yonay and his Story with credit on its derivative  
 11 Sequel as required by Paragraph 7(b) of the 1983 Agreement. PPC's failure to  
 12 credit Yonay and his Story was neither casual nor inadvertent, and, constitutes a  
 13 material breach of the 1983 Agreement.

14       3.       Plaintiffs' Motion for Summary Judgment as to their claim for  
 15 Declaratory Relief is **GRANTED**. An actual and justiciable controversy has  
 16 arisen and now exists between the parties. For the reasons set out *supra*,  
 17 Plaintiffs are entitled to a declaration of their rights pursuant to the Declaratory  
 18 Judgment Act, 28 U.S.C. §§ 2201 *et seq.* that:

19               a.       Plaintiffs' notice of termination regarding Yonay's  
 20 copyright grant of the Story in the 1983 Agreement was valid and  
 21 effective;

22               b.       As of January 24, 2020, the notice's effective termination  
 23 date, Plaintiffs owned, and continue to own, all rights in and to an  
 24 enforceable copyright to the Story in the United States;

25               c.       PPC's Sequel is derivative of the Story;

26               d.       After January 24, 2020, PPC did not have any rights to  
 27 produce or exploit the Sequel or any other derivative works based in  
 28 whole or in part on the Story in the United States; and

1 e. The Sequel does not qualify for the “prior derivative  
2 works exception” under 17 U.S.C. § 203(b)(1) because it was not  
3 completed until long after January 24, 2020.

4 4. Judgment is hereby entered in favor of Plaintiffs, and against PPC  
5 on the First, Second, and Third Claims for relief in Plaintiffs’ First Amended  
6 Complaint.

7 5. Whether Plaintiffs are entitled to injunctive relief shall be the  
8 subject of separate motion practice and the amount of damages to which  
9 Plaintiffs are entitled shall be determined in the bifurcated second phase of this  
10 case.

11  
12 **IT IS SO ORDERED.**

13  
14 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Percy Anderson  
U.S. District Court Judge